EXHIBIT C



MARILYN BURGESS

HARRIS COUNTY DISTRICT CLERK



COPY OF PLEADING PROVIDED BY PLTD.

Civil Process Pick-Up Form

CAUSE NUMBER: 201970569					
ATY CIV X COURT 165th_					
REQUESTING ATTORNEY/FIRM NOTIFICATION					
*ATTORNEY:wilson, Chad * PH: (832) 415_4432					
*CIVIL PROCESS SERVER: San # 2 LDAR *PH: (3) 269 - 0403					
*PERSON NOTIFIED SVC READY:					
* NOTIFIED BY:					
*DATE:					
	_				
Type of Service Document:Citation Tracking Number _ 73678474					
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Process papers prepared by: _Carolina Salgado					
Date: 09 / 30 / 2019 30 days waiting _10_/_29_/2019_					
*Process papers released to: William Daus					
(PRINT NAME)					
7/2000-609C 11DD DCC-12/04 5h 2:/2/14					
*(CONTACT NUMBER) (SIGNATURE)					
Kevin Childs	Kevin Childs				
*Process papers released by: Kevin Childs					
(PRINT NAME)					
(SIGNATURE)					
* Date: 10-2, 2019 Time: 273 OAM PM					

RECORDER'S MEMORANDUM

This instrument is of poor quality

Entire document must be completed

at the time of imaging
(do not change this document) Revised 1/3/2019

Envelope No. 37559623 By: Bristalyn Daniels Filed: 10/10/2019 3:08 PM

COPY OF PLEADING PROVIDED BY PLTD.

CAUSE NO. 201970569

RECEIPT NO.

0.00

CIV

PLAINTIFF: WAINWRIGHT, MONTE

vs.

DEFENDANT: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

DEFENDANT: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

165TH DISTRICT COURT
HOUSTON, TX

CITATION

THE STATE OF TEXAS County of Harris

TO: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY BY SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM 1999 BRYAN STREET SUITE 900 DALLAS TX 75201 - 3136

Attached is a copy of PLAINTIFFS ORIGINAL PETITION JURY DEMAND AND REQUEST FOR DISCLOSURE

This instrument was filed on the <u>27th day of September</u>, <u>2019</u>, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 20:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 30th day of September, 2019, under my hand and seal of said Court.

Issued at request of: WILSON, CHAD TROY 455 EAST MEDICAL CENTER BLVD SUITE 555 WEBSTER, TX 77598 Tel: (832) 415-1432

> DAISY GARCIA ENotary Public, State of Texas Comm. Expires 10-03-2022 Notary ID 131747948

man Burger

MARILYN BURGESS, District Clerk Barris County, Texas 201 Caroline, Houston, Texas 77002 (P.O. Box 4651, Houston, Texas 77210)

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OFFICER/AUTHORIZED PERSON RETURN

Came to hand at 3.00 o'clock \(\text{L.M.} \) on the \(\text{T day of OCTORES } \) \(\text{L.M.} \) of \(\text{L.M.} \) of \(\text{L.M.} \) of \(\text{L.M.} \) on the \(\text{T day of OCTORES } \) \(\text{L.M.} \) on the \(\text{T day of OCTORES } \) \(\text{L.M.} \) by delivering to \(\text{L.M.M.} \) \(\text{L.M.M.} \) \(\text{L.M.M.} \) on the \(\text{T day of OCTORES } \) \(\text{L.M.} \) of the Petition attached thereto and \(\text{T endorsed on said copy of the Citation the date of delivery. \(\text{To certify which I affix my hand officially this \) \(\text{T day of OCTORES } \) \(\text{L.M.} \) \(\text{L.M.}

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Envelope No. 37854283

By: Lisa Thomas

Filed: 10/22/2019 12:21 PM

CAUSE NO. 201970569

MONTE AND LISA WAINWRIGHT,

IN THE DISTRICT COURT

Plaintiffs,

V.

165TH JUDICIAL DISTRICT

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY,

HARRIS COUNTY TEXAS

Defendant.

DEFENDANT'S ORIGINAL ANSWER AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY,
Defendant in the above styled and numbered cause of action, and in response to the complaints
filed against it, would respectfully show unto this Honorable Court and Jury as follows:

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GENERAL DENIAL

At this time, Defendant asserts a general denial to Plaintiffs' Original Petition and all amended and/or supplemental petitions, as authorized by Rule 92, Texas Rules of Civil Procedure, and respectfully requests the Court and jury to require Plaintiffs to prove the claims, charges and allegations, by a preponderance of the evidence, as required by the Constitution and the laws of the State of Texas.

II.

SPECIFIC DENIALS

Plaintiffs' claims are barred or limited, in whole or in part, by policy exclusions and/or limitations which are listed in the policy made the basis of this suit.

Plaintiffs failed to comply with certain conditions precedent to the policy prior to filing this lawsuit.

Plaintiffs failed to allege conduct warranting imposition of exemplary or punitive damages under applicable state law.

Plaintiffs' claims are barred, in whole or in part, because the losses alleged by Plaintiffs were proximately caused in whole or in part by the fault, negligence, or failure to mitigate damages by Plaintiffs.

Defendant hereby gives notice that it intends to rely upon such other defenses as may become available or apparent during the course of discovery and thus reserve the right to amend this answer.

III.

Pursuant to Texas Rules of Civil Procedure Defendant requests that Plaintiffs disclose within thirty days of service of this request, the information and material described in Rule 194.2(a) through (l).

If this case was filed as an Expedited Action under TRCP 47(c)(1) and/or TRCP 190.2, Defendant further requests disclosure of any and all documents, electronic information, and tangible items that you have in your possession, custody or control and which may be used to support your claims or defenses.

IV.

Defendant formally requests a jury trial pursuant to Rule 216 of the Texas Rules of Civil Procedure and tenders the jury fee.

V.

DESIGNATED E-SERVICE EMAIL ADDRESS

The following is the undersigned attorney's designation of electronic service email address

for all electronically served documents and notices, filed and unfiled, pursuant to Tex. R. Civ. P. 21(f)(2) & 21(a). (<u>HoustonLegal@allstate.com</u>). This is the undersigned's ONLY electronic service email address, and service through any other email address will be considered invalid.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that Plaintiffs recover nothing of and from Defendant by reason of this suit, that Defendant be discharged without delay with costs of court, and for such other and further relief, both general and special, at law and in equity, to which Defendant may be justly entitled, and for which Defendant will in duty bound, forever pray.

Respectfully submitted,

SUSAN LOFLORENCE & ASSOCIATES

KIMBERLY BLUM

TBN: 24092148

811 Louisiana St Ste 2400 Houston, TX 77002-1401 HoustonLegal@allstate.com (713) 336-2812 (877) 684-4165 (fax)

ATTORNEY FOR DEFENDANT ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

CERTIFICATE OF SERVICE

Pursuant to Rules 21. and 21a. of the Texas Rules of Civil Procedure, I hereby certify that the original of Defendant's Original Answer has been filed with the clerk of the court in writing, and a true and correct copy of Defendant's Original Answer has been delivered to all interested parties on the 22^{nd} day

of October, 2019, to:

Chad T. Wilson Bar No. 24079587

Tara L. Peveto

Bar No. 24076621 CHAD T. WILSON LAW FIRM PLLC

455 E Medical Center Blvd, Ste 555

Webster, Texas 77598 Telephone: (832) 415-1432 Facsimile: (281) 940-2137

eservice@cwilsonlaw.com cwilson@cwilsonlaw.com tpeveto@cwilsonlaw.com

ATTORNEYS FOR PLAINTIFFS

VIA E-SERVE

KIMBERLY BLUM

Marilyn Burgess - District Clerk Harris County Envelope No. 37178487 By: Carolina Salgado Filed: 9/27/2019 8:15 AM

CAUSE NO		
MONTE AND LISA WAINWRIGHT,	§	IN THE JUDICIAL COURT OF
Plaintiff,	§ §	
V.	§	HARRIS COUNTY, TEXAS
	8 §	HARRIS COUNT I, TEXAS
ALLSTATE VEHICLE AND PROPERTY	§	
INSURANCE COMPANY,	§	
Defendant.	§ §	FISTRICT COURT

PLAINTIFFS ORIGINAL PETITION, JURY DEMAND, AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

CATICENIO

COME NOW, Monte and Lisa Wainwright, "Plaintiffs"), and files Plaintiffs' Original Petition, Jury Demand, and Request for Disclosure, complaining of Allstate Vehicle and Property Insurance Company ("Allstate") or "Defendant") and for cause of action, Plaintiff respectfully shows the following:

DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 3, Texas Rules of Civil Procedure 190.4.

PARTIES

- 2. Plaintiffs, Monte and Lisa Wainwright, reside in Harris County, Texas.
- Defendant, Allstate Vehicle and Property Insurance Company, is an Illinois insurance company, engaged in the business of insurance in the State of Texas. Plaintiffs request service of citation upon Allstate, through its registered agent for service: c/o CT
 Corporation System, 1999 Bryan Street, Suite 900, Dallas Texas 75201-3136.

 Plaintiffs request service at this time.

JURISDICTION

4. The Court has jurisdiction over Allstate because this Defendant engages in the business of insurance in the State of Texas, and the causes of action arise out of Allstate's business activities in the state, including those in Harris County, Texas, with reference to this specific case.

VENUE

Venue is proper in Harris County, Texas because the insured property is located in Harris County, Texas, and all or a substantial part of the events giving rise to this lawsuit occurred in Harris County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

FACTS

- 6. Plaintiffs assert claims for breach of contract, common law bad faith, violations of sections 541 and 542 of the Texas Insurance Code and violations of the Texas DTPA.
- 7. Plaintiffs own an Allstate Vehicle and Property Insurance Company insurance policy, number 829685722 ("the Policy"). At all relevant times, Plaintiffs owned the insured premises located at 15402 Hillside Terrace Lane Cypress, Texas 77429 ("the Property").
- 8. Allstate Vehicle and Property Insurance Company or its agent sold the Policy, insuring the Property, to Plaintiffs. Allstate Vehicle and Property Insurance Company represented to Plaintiff that the Policy included hail and windstorm. On or about August 9, 2018, the Property sustained extensive damage resulting from a severe storm that passed through the Cypress/Harris County, Texas area.
- 9. In the aftermath of the hail and windstorm, Plaintiff submitted a claim to Allstate against the Policy for damage to the Property. Allstate assigned claim number 0545441438 to

- Plaintiffs claim.
- 10. Plaintiff asked Allstate to cover the cost of damage to the Property pursuant to the Policy.
- Allstate hired or assigned its agent, Wall, to inspect and adjust the claim. Wall conducted an inspection on or about June 1, 2019, according to the information contained in his estimate. Wall's findings generated an estimate of damages totaling \$1,182.05. After application of depreciation and Plaintiffs \$10,181.00 policy deductible, Plaintiffs were left without adequate funds to make repairs on the entirety of their claim.
- Allstate, through its agent, Wall, conducted a substandard and improper inspection of the Property, which grossly undervalued the cost of repairs in its estimate and yielded an unrealistic amount to underpay coverage.
- 13. Allstate and Wall have ultimately refused full coverage which includes, but is not limited to, replacement of the roof, personal property, and additional exterior damage. Specifically, Wall found damage to only a few shingles on Plaintiffs' roof. The third-party inspector hired to review the damage to the Property found damage to not only the roof, but to the vents, flashings and windows
- 14. The damage to Plaintiffs Property is currently estimated at \$28,163.87.
- 15. Wall had a vested interest in undervaluing the claims assigned to him by Allstate in order to maintain his employment. The disparity in the number of damaged items in his report compared to that of the third-party inspector's as well as the difference in valuation is evidence of unfair claims handling practices on the part of Wall.

- 16. Furthermore, Wall was aware of Plaintiffs \$10,181.00 deductible prior to inspecting the Property. Wall had advanced knowledge of the damages he needed to document in order to be able to deny the claim.
- 17. Wall misrepresented the actual amount of damage Plaintiffs Property sustained in addition to how much it would cost to repair the damage. Wall made these misrepresentations as a licensed Texas adjuster with the hope that Plaintiff would rely on his expertise and accept the bad faith estimate as a true representation of the damages.
- 18. After reviewing Plaintiffs Policy, Wall misrepresented that the damage was caused by non-covered perils. Wall used his expertise to fabricate plausible explanations for why visible damage to Plaintiffs Property would not be covered under the policy.
- 19. As stated above, Allstate and Wall improperly and unreasonably adjusted Plaintiffs claim.

 Without limitation, Allstate and Wall misrepresented the cause of, scope of, and cost to repair damages to Plaintiffs Property, as well as the amount of insurance coverage for Plaintiffs claim or loss under the Policy.
- 20. Allstate and Wall made these and other false representations to Plaintiffs, either knowingly or recklessly, as a positive assertion, without knowledge of the truth. Allstate and Wall made these false representations with the intent that Plaintiffs act in accordance with the misrepresentations regarding the grossly deficient damage and repair estimates prepared Wall.
- Plaintiffs relied on Allstate and Wall's misrepresentations, including but not limited to those regarding coverage, the cause of, scope of, and cost to repair the damage to Plaintiffs

 Property. Plaintiffs' damages are the result of Plaintiffs reliance on these

- misrepresentations.
- Upon receipt of the inspection and estimate reports from Wall, Allstate failed to assess the claim thoroughly. Based upon Wall's grossly unreasonable, intentional, and reckless failure to investigate the claim properly prior to underpaying coverage, Allstate failed to provide coverage due under the Policy, and Plaintiffs suffered damages.
- 23. Because Allstate and Wall failed to provide coverage for Plaintiffs insurance claim,
 Plaintiffs have been unable to complete any substantive repairs to the Property. This has
 caused additional damage to Plaintiffs Property.
- 24. Furthermore, Allstate and Wall failed to perform their contractual duties to Plaintiff under the terms of the Policy. Specifically, Wall performed an unreasonable and substandard inspection that allowed Allstate to refuse to pay full proceeds due under the Policy, although due demand was made for an amount sufficient to cover the damaged Property, and all conditions precedent to recover upon the Policy were carried out by Plaintiff.
- Allstate and Wall's misrepresentations, unreasonable delays, and continued denials constitute a breach of the statutory obligations under Chapters 541 and 542 of the Texas Insurance Code. Thus, the breach of the statutory duties constitutes the foundation of a breach of the insurance contract between Defendant and Plaintiffs.
- Allstate and Wall's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (1). Allstate and Wall have failed to settle Plaintiffs claim in a fair manner, although they were aware of their liability to Plaintiffs under the Policy. Specifically, Allstate and Wall have failed to, in an honest and fair manner, balance their own interests in maximizing gains and limiting disbursements,

- with the interests of Plaintiffs by failing to timely pay Plaintiffs coverage due under the Policy.
- 27. Allstate and Wall's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (2) (A). Allstate and Wall failed to provide Plaintiff a reasonable explanation for underpayment of the claim.
- Additionally, after Allstate received statutory demand on or about July 226, 2019, Allstate has not communicated that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for failing to settle Plaintiffs claim properly.
- Allstate and Wall's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a) (4). Wall performed a biased and intentionally substandard inspection designed to allow Allstate to refuse to provide full coverage to Plaintiffs under the Policy.
- 30. Specifically, Allstate and Wall performed an outcome-oriented investigation of Plaintiffs claims, which resulted in a biased, unfair, and inequitable evaluation of Plaintiffs' losses on the Property.
- Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX INS. CODE §542.055. Due to Wall subpar inspection, Allstate failed to reasonably accept or deny Plaintiffs full and entire claim within the statutorily mandated time after receiving all necessary information.
- 32. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056. Due to Wall's intentional undervaluation of

Plaintiffs claims, Allstate failed to meet its obligations under the Texas Insurance Code regarding timely payment of the claim. Specifically, Wall's understatement of the damage to the Property caused Allstate to delay full payment of Plaintiffs claim longer than allowed, and Plaintiff has not received rightful payment for Plaintiffs claim.

33. Allstate and Wall's wrongful acts and omissions have forced Plaintiff to retain the professional services of the attorneys and law firm representing him with respect to these causes of action.

CAUSES OF ACTION AGAINST DEFENDANT ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

34. All paragraphs from the fact section of this petition are hereby incorporated into this section.

BREACH OF CONTRACT

- 35. Allstate is liable to Plaintiffs for intentional violations of the Texas Insurance Code, and intentional breach of the common law duty of good faith and fair dealing. It follows, then, that the breach of the statutory duties constitutes the foundation of an intentional breach of the insurance contract between Allstate and Plaintiffs.
- 36. Allstate's failure and or refusal to pay adequate coverage as obligated under the Policy, and under the laws of the State of Texas, constitutes a breach of Allstate's insurance contract with Plaintiffs.

NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE: UNFAIR SETTLEMENT PRACTICES

- 37. Allstate's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are actionable by TEX. INS. CODE §541.151.
- Allstate's unfair settlement practice of misrepresenting to Plaintiffs material facts relating to coverage constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (1)
- Allstate's unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though Allstate's liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX INS. CODE §541.060(a) (2) (A).
- 40. Allstate's unfair settlement practice of failing to provide Plaintiffs a prompt and reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for underpayment and denial of the claim, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (3).
- 41. Allstate's unfair settlement practice of refusing to pay Plaintiffs full claim without conducting a reasonable investigation constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a) (7).

NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE: THE PROMPT PAYMENT OF CLAIMS

- 42. Allstate's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are actionable under TEX. INS. CODE §542.060.
- Allstate's delay in paying Plaintiffs claim following receipt of all items, statements, and forms reasonably requested and required, for longer than the amount of time provided, constitutes a non-prompt payment of the claim. TEX. INS, CODE §542.058.

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

- 44. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to an insured in insurance contracts.
- 45. Allstate's failure to adequately and reasonably investigate and evaluate Plaintiffs claim, even though Allstate knew or should have known by the exercise of reasonable diligence that liability was reasonably clear constitutes a breach of the duty of good faith and fair dealing.

DTPA VIOLATIONS

- Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiffs are a consumer of goods and services provided by Allstate pursuant to the DTPA. Plaintiffs have met all conditions precedent to bring this cause of action against Allstate. Specifically, Allstate's violations of the DTPA include, without limitation, the following matters:
 - A. By its acts, omissions, failures, and conduct, Allstate has violated sections 17.46(b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. Allstate's violations

include, (1) unreasonable delays in the investigation, adjustment, and resolution of Plaintiffs claim, (2) failure to give Plaintiffs the benefit of the doubt, and (3) failure to pay for the proper repair of Plaintiffs property when liability has become reasonably clear, which gives Plaintiffs the right to recover under section 17.46(b)(2).

- B. Allstate represented to Plaintiffs that the Policy and Allstate's adjusting agent and investigative services had characteristics or benefits they did not possess, which gives Plaintiffs the right to recover under section 17.46(b)(5) of the DTPA.
- C. Allstate represented to Plaintiffs that Allstate's Policy and adjusting services were of a particular standard, quality, or grade when they were of another, in violation of section 17.46(b)(7) of the DTPA.
- D. Allstate advertised the Policy and adjusting services with the intent not to sell them as advertised, in violation of section 17.46(b)(9) of the DTPA.
- E. Allstate breached an express warranty that the damages caused by wind and hail would be covered under the Policy. This breach entitles Plaintiffs to recover under sections 17.46(b) (12) and (20) and 17.50(a) (2) of the DTPA.
- F. Allstate's actions are unconscionable in that Allstate took advantage of Plaintiffs lack of knowledge, ability, and experience to a grossly unfair degree. Allstate's unconscionable conduct gives Plaintiffs a right to relief under section 17.50(a) (3) of the DTPA; and

- G. Allstate's conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.
- 47. Each of the above-described acts, omissions, and failures of Allstate is a producing cause of Plaintiffs' damages. All of Allstate's acts, omissions, and failures were committed "knowingly" and "intentionally," as defined by the Texas Deceptive Trade Practices Act.

KNOWLEDGE

48. Defendant made each of the acts described above, together and singularly, "knowingly," as defined in the Texas Insurance Code, and each was a producing cause of Plaintiffs' damages described herein.

WAIVER AND ESTOPPEL

49. Defendant waived and is estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiffs.

DAMAGES

- The damages caused to the Property have not been properly addressed or repaired since the claim was made causing further damage to the Property, and undue hardship and burden to Plaintiffs. These damages are a direct result of Defendant's mishandling of Plaintiffs' claims in violation of the laws set forth above.
- 51. Plaintiffs currently estimate that actual damages to the Property under the Policy are \$28,163.87.

- Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained. The above described acts, omissions, failures, and conduct of Defendant has caused Plaintiffs' damages, which include, without limitation, the cost to properly repair Plaintiffs Property and any investigative and engineering fees incurred.
- 53. For breach of contract, Plaintiffs are entitled to regain the benefit of his bargain, which is the amount of his claims, consequential damages, together with attorney's fees.
- For noncompliance with the DTPA and Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of benefits owed pursuant to the Policy, mental anguish, court costs, and attorney's fees. For knowing and intentional conduct of the acts described above, Plaintiffs ask for three (3) times his actual damages. TEX. INS. CODE §541.152 and TEX. BUS. & COM. CODE 17.50(b) (1).
- 55. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are entitled to the amount of his claims, plus an eighteen percent (10%) per annum penalty on those claims, as damages, as well as pre-judgment interest and reasonable attorney's fees. TEX. INS. CODE §542,060.
- For breach of the common law duty of good faith and fair dealing, Plaintiffs are entitled to compensatory damages, including all forms of loss resulting from Defendant's breach of duty, such as additional costs, economic hardship, losses due to the nonpayment of the amount Allstate owed, exemplary damages, and damages for emotional distress.
- 57. Defendant's breach of the common law duty of good faith and fair dealing was committed intentionally, with a conscious indifference to Plaintiffs' rights and welfare, and with

"malice," as that term is defined in Chapter 41 of the Texas Civil Practices and Remedies Code. These violations are the type of conduct which the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiffs seek the recovery of exemplary damages in an amount determined by the finder of fact sufficient to punish Defendant for their wrongful conduct, and to set an example to deter Defendant and others from committing similar acts in the future.

- 58. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage the services of the attorneys subscribed to this pleading. Therefore, under Chapter 38 of the Texas Civil Practices and Remedies Code, sections 341 and 542 of the Texas Insurance Code, and section 17.50 of the DTPA, Plaintiffs are entitled to recover a sum for the reasonable and necessary services of Plaintiffs attorneys in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.
- As required by Rule 47(b) of the Texas Rules of Civil Procedure, Plaintiffs' counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c)(4) of the Texas Rules of Civil Procedure, Plaintiffs' counsel states that Plaintiffs seek only monetary relief of no less than \$100,000.00, but no more than \$200,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. A jury will ultimately determine the monetary relief actually awarded however. Plaintiffs also seek pre-judgment and post-judgment interest at the highest legal rate.

REQUESTS FOR DISCLOSURE

60. Under Texas Rules of Civil Procedure 190 and 194, Plaintiffs request that Defendant disclose, within fifty (50) days from the date this request is served, the information or material described in Rules 190.2(b)(6) and 194.2.

JURY DEMAND

Plaintiffs hereby request a jury trial for all causes of action alleged herein, tried before a jury consisting of citizens residing in Harris County, Texas. Plaintiffs hereby tender the appropriate jury fee.

PRAYER

Plaintiff prays that Defendant, Allstate Vehicle and Property Insurance Company, be cited and served to appear, and that upon trial hereof, Monte and Lisa Wainwright, recover from Defendant, Allstate Vehicle and Property Insurance Company such sums as would reasonably and justly compensate Plaintiffs in accordance with the rules of law and procedure, as to actual, consequential, and treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, and exemplary damages as may be found. In addition, Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court expended on Plaintiffs behalf, for pre-judgment and post-judgment interest as allowed by law, and for any other relief, at law or in equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,

CHAD T. WILSON LAW FIRM PLLC

By: /s/ Chad T. Wilson

Chad T. Wilson Bar No. 24079587 Tara L. Peveto Bar No. 24076621 455 E Medical Center Blvd, Ste 555 Webster, Texas 77598 Telephone: (832) 415-1432 Facsimile: (281) 940-2137

eService to:

eservice@cwilsonlaw.com cwilson@cwilsonlaw.com tpeveto@cwilsonlaw.com

ATTORNEYS FOR PLAINTIFF

CAUSE NUMBER (FOR CLERK USE ONLY): _

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Case 4:19-cv-04237 Documen Clase Introduction Street TXSD Macing Burgess - District Clerk

Cause Number (for clerk use only): _______ Court (for clerk use Harris County

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1. Contact information for perso	n coi	mpleting case information sl	neet:	Names of parties in c	ase:		Person	or entity completing sheet is:
Name: Chad T. Wilson		Email: cwilson@cwilsonlaw.com		Plaintiff(s)/Petitioner(s): Monte Wainwright Lisa Wainwright				
Address: 455 E Medical Center Blvd., Ste 5	i55 —	Telephone: 832-415-1432		Defendant(s)/Respondent(s): Allstate Vehicle and Property Insurance Company				al Parties in Child Support Case:
City/State/Zip: Webster, TX 77598		Fax: 281-940-2137		LAttach additional page as necessary to list all parties Non-Custodial Parent: Non-Custodial Parent:				
Signature:	•••.	State Bar No: 24079587					Presumed	Father:
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3. Indicate procedure or remedy Appeal from Municipal or Just Arbitration-related Attachment Bill of Review Certiorari Class Action	tice C	Court Declara Garnisl Interple License Manda	atory Judg hment eader e mus dgment	gment		☐Protec ☐Receiv ☐Seque	stration orary Restra	nedy aining Order/Injunction
4. Indicate damages sought (do n						-		
Less than \$100,000, including Less than \$100,000 and non-m Over \$100,000 but not more th Over \$200,000 but not more th	noneta han \$2	ary relief 200,000	sts, exper	ases, pre-judgment intere	est, and att	orney fees		

Document 1-3 Filed on 10/28/19 in TXSD Macina Burgess - District Clerk Harris County Case 4:19-cv-04237

CIVIL PROCESS REQUEST FORM

Harris County

Envelope No: 37178487

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE SERVED TO BE SERVED 8:15:35 AM

FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER:	CURRENT COURT:		
TYPE OF INSTRUMENT TO BE SERVED (See Reve	rse For Types): Plaintiff's Original P	etition, Jury Demand,	and Request for Disclosure
FILE DATE OF MOTION:	September 27 Month/ Day/	2019 Year	
SERVICE TO BE ISSUED ON (Please List Exactly A	As The Name Appears In The	Pleading To Be	Served):
1. NAME: Allstate Vehicle and Property Insurance	ce Company		
ADDRESS: 1999 Bryan Street, Suite 900, I	Dallas Texas 75201-3136		
AGENT, (if applicable): Attn: CT Corporation	System		/
TYPE OF SERVICE/PROCESS TO BE ISSUED (see SERVICE BY (check one): ATTORNEY PICK-UP CIVIL PROCESS SERVER - Authorized MAIL PUBLICATION:	CONSTABLE d Person to Pick-up: Sean Hollo	enbeck @ LDM_ process.com	Phone: 713-269-0403
	PER OF YOUR CHOICE:		
OTHER, explain			
For all Services Provided by the DISTRCT CL Requesting Party, we require that the Requesting P		r office to MAIL	
**************	•	******	*******
2. NAME:			
ADDRESS:			
AGENT, (if applicable):			
TYPE OF SERVICE/PROCESS TO BEASSUED (see	e reverse for specific type):		
SERVICE BY (check one): ATTORNEY PICK-UP	☐ CONSTABLE		
☐ CIVIL PROCESS SERVER - Authorize	ed Person to Pick-up:		Phone:
□ MAIL	☐ CERTIFIED MAI	L	
	OUSE DOOR, or PER OF YOUR CHOICE: _		
ATTORNEY (OR ATTORNEY'S AGENT) REQUE	STING SERVICE:		
NAME:		D NO.	
MAILING ADDRESS:			
PHONE NUMBER: area code phone num			
EMAIL ADDRESS:		area coue	rua munoci

Case 4:19-cv-04237 Document 1-3 Filed on 10/28/19 in TXSD Page 25 of 26

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE. SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

INSTRUMENTS TO BE SERVED:	PROCESS TYPES:
(Fill In Instrument Sequence Number, i.e. 1st, 2nd, etc.)	NONEMBER
	NON WRIT:
XX ORIGINAL PETITION, JURY DEMAND, REQUEST FOR DISCLOSUR	
AMENDED PETITION	ALIAS CITATION
SUPPLEMENTAL PETITION	PLURIES CITATION
	SECRETARY OF STATE CITATION
	COMMISSIONER OF INSURANCE
COUNTERCLAIM	HIGHWAYCOMMISSIONER
AMENDED COUNTERCLAIM	CITATION BY PUBLICATION
SUPPLEMENTAL COUNTERCLAIM	NOTICE
	SHORT FORM NOTICE
CROSS-ACTION:	
AMENDED CROSS-ACTION	PRECEPT (SHOW CAUSE)
SUPPLEMENTAL CROSS-ACTION	RULE 106 SERVICE
THIRD-PARTY PETITION:	SUBPOENA
AN CENTRED THURSD DARRY DETERMINANT	JOBI OENA
AMENDED THIRD-PARTY PETITION	
SUPPLEMENTAL THIRD-PARTY PETITION	<u>WRITS:</u>
	ATTACHMENT (PROPERTY)
INTERVENTION:	ATACHMENT (WITNESS)
AMENDED INTERVENTION	ATTACHMENT (PERSON)
SUPPLEMENTAL INTERVENTION	
AMENDED THIRD-PARTY PETITION SUPPLEMENTAL THIRD-PARTY PETITION INTERVENTION: AMENDED INTERVENTION SUPPLEMENTAL INTERVENTION INTERPLEADER AMENDED INTERPLEADER SUPPLEMENTAL INTERPLEADER	
INTERPLEADER	CERTIORARI
AMENDED INTERPLEADER	
SUPPLEMENTAL INTERPLEADER	EXECUTION
SOTT ELEVEL VITE II VI ENE ELE ELE EL C	EXECUTION AND ORDER OF SALE
	EXECUTION AND ORDER OF SALE
	CADAUGUA MENTE DECODE HAD CAMENTE
	GARNISHMENT BEFORE JUDGMENT
INJUNCTION	GARNISHMENT AFTER JUDGMENT
MOTION TO MODIFY	HADEAG GODDIG
	HABEAS CORPUS
SHOW CAUSE ORDER	INJUNCTION
TEMPORARY RESTRAINING ORDER	TEMPORARY RESTRAINING ORDER
	PROTECTIVE ORDER (FAMILY CODE)
	PROTECTIVE ORDER (CIVIL CODE)
BILL OF DISCOVERY:	
	POSSESSION (PERSON)
ORDER TO:	POSSESSION (PROPERTY)
(specify)	1 Obblight (1 NOI Litt 1)
MOTION TO:	
(specify)	
	SCIRE FACIAS
	SEQUESTRATION
	SUPERSEDEAS

9/27/2019 8:15:35 AM on 10/28/19 in TXSD Macityen Brungless - District Clerk Harris County Envelope No: 37178487 By: SALGADO, CAROLINA

Filed: 9/27/2019 8:15:35 AM

PETITION LETTER TO CLERK

------ LAW FIRM, PLLC -----

September 27, 2019

~ * * * * * * * * * *
Harris County District Clerk
Marilyn Burgess
201 Caroline Street
Houston, Texas 77002
RE: Cause No; Wainwright, Monte & Lisa v Allstate Ehicle and Property
Insurance Company; In the District Court of Harris County, Texas.
Dear Ms. Burgess:
Please prepare two (2) civil process citations for the following Defendant to have picked
up and served by a representative at LDM process servers.
Allstate Vehicle and Property Insurance Company
c/o CT Corporation System
1999 Bryan Street, Suite 900
Dallas Texas 75201-3136.

We will provide file-stamped copies of the petition to the process server to attach to the Please contact Sean Hollenbeck at (469) 291-5005, or by e-mail at sean@ldmprocess.com and place citations in his District Box 85. If any additional information is needed, feel free to contact this office. Thank you for your cooperation and assistance.

Sincerely yours,

Tara L. Peveto Texas Bar No. 24076621

tpeveto@cwilsonlaw.com